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**UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

HOMIE TECHNOLOGY, INC., a Delaware
corporation,

Plaintiff,

v.

NATIONAL ASSOCIATION OF
REALTORS, an Illinois non-profit
association; ANYWHERE REAL ESTATE
INC., a Delaware corporation; KELLER
WILLIAMS REALTY, INC., a Texas
corporation; HOMESERVICES OF
AMERICA, INC., a Delaware corporation;
HSF AFFILIATES, LLC, a Delaware
limited liability company; RE/MAX LLC, a
Delaware limited liability company; and
WASATCH FRONT REGIONAL
MULTIPLE LISTING SERVICE, INC., a
Utah corporation,

Defendants.

**DEFENDANT ANYWHERE REAL
ESTATE INC.'S RESPONSE TO
PLAINTIFF'S REQUEST FOR JUDICIAL
NOTICE OF BURNETT JURY VERDICT,
IN SUPPORT OF AMENDED AND
SUPPLEMENTAL CONTINGENT
MOTION FOR JURISDICTIONAL
DISCOVERY**

[Oral Argument for Motions to Dismiss
(Dkts. 69, 70, 71, 72, 74) Scheduled via Zoom
on 2/13/2025 at 02:00 PM]

Case No. 2:24-cv-00616-DAK-JCB

Judge Dale A. Kimball

Magistrate Judge Jared C. Bennett

Defendant Anywhere Real Estate Inc. (“**Anywhere**”) respectfully submits this response to Plaintiff’s Request for Judicial Notice of *Burnett* Jury Verdict, in Support of Amended and Supplemental Contingent Motion for Jurisdictional Discovery (Dkt. 95) (the “**Request for Judicial Notice**”).

Anywhere has not moved to dismiss on personal jurisdiction grounds and therefore takes no position regarding Plaintiff’s Amended and Supplemental Contingent Motion for Jurisdictional Discovery (Dkt. 94) and related Request for Judicial Notice. Nevertheless, out of an abundance of caution, Anywhere writes separately to inform the Court that it entered into a settlement agreement with the Burnett plaintiffs **before** trial in that case, and therefore did not participate in the trial that precipitated the subject jury verdict. *Burnett v. Nat’l Ass’n of Realtors*, Case No. 4:19-CV-00332-SRB (W.D. Mo.), Dkt. 1192-3. Moreover, Anywhere’s settlement agreement specifically provides that any rulings or judgments that occurred after the date of the settlement are not binding on Anywhere. *Id.* at ¶47. As a result, the *Burnett* jury verdict has no relevance to Anywhere and should not be considered in this case for any purpose with respect to Anywhere or Anywhere’s pending Motion to Dismiss (Dkt. 71).

Dated January 10, 2025

Respectfully submitted,

/s/ Jason W. Hardin

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